

2001 JAOAC

DEPLOYMENT CONTRACTING

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DEPLOYMENT CONTRACTING

I. INTRODUCTION.

A. Objectives. Following this block of instruction, students should:

1. Understand the importance of planning for contracting operations during deployments.
2. Understand some of the commonly encountered funding issues that arise during deployments.
3. Understand the more frequently used methods of acquiring supplies and services during deployments.
4. Understand the ratification process used to correct irregular procurements.

B. Background.

C. Applicable Law During a Deployment.

1. International Law.
 - a. The Law of War—Combat.
 - b. The Law of War—Occupation. This body of law may be directly applicable, or followed as a guide when no other laws clearly apply, such as in Somalia during Operation Restore Hope and Kosovo.

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- c. International Agreements.
- 2. U.S. Contract and Fiscal Law.
 - a. Armed Services Procurement Act of 1947, as amended. 10 U.S.C. § 2301-31.
 - b. Federal Acquisition Regulation (FAR) and Agency Supplements.
 - c. Fiscal Law. Title 31, U.S. Code; DOD Reg. 7000.14-R, Financial Mgmt. Reg., vol. 5, Disbursing Policies and Procedures; DFAS-IN 37-1; DA Pam 37-100-95.
- D. Wartime Funding. Congressional declarations of war and similar resolutions may result in subsequent legislation authorizing the President and heads of military departments to expend appropriated funds to prosecute the war as they see fit.
- E. Wartime Contract Law. Congress has authorized the President and his delegates to initiate contracts that facilitate national defense notwithstanding any other provision of law. 50 U.S.C. § 1431-35; Executive Order 10,789 (Nov. 14, 1958); FAR Part 50.

II. PREPARATION FOR DEPLOYMENT CONTRACTING.

- A. General Considerations.
 - 1. Plan early for contracting during a deployment.
 - 2. Identify and train personnel necessary for effective contracting in an overseas theater.
 - 3. Plan to deploy contracting personnel/teams with units to hit the ground first.

4. Allocate assets necessary to support contracting efforts from current unit resources.

B. Contracting Officer/Ordering Officer Support.

1. Identify contracting officer/ordering officer support requirements.
2. Ensure proper appointment and training of contracting officers and ordering officers.
 - a. Only contracting officers and their authorized representatives may obligate government funds.
 - b. Contracting officers may receive their appointments from a Head of a Contracting Activity (HCA), an attaché, a chief of a foreign mission (Army), or certain officials in the Army Secretariat. FAR 1.603; AFARS 1.603-2.
 - c. Ordering officers normally receive their appointments from a chief of a contracting office. AFARS 1.602-2-91.
 - (1) Responsibilities. AFARS Manual No. 2, Appendix E.
 - (2) “Class A” paying agents may not be ordering officers. AFARS Manual No. 2, para. 1-2.i.
 - d. Contracting officers and ordering officers are subject to limitations in appointment letters, regulations, and statutes.
 - e. Training for contracting personnel must include procurement integrity and standards of conduct training. FAR 3.104; DOD Dir. 5500.7-R, Joint Ethics Regulation.

- f. Appointing authorities may limit contracting authority by dollar amount, subject matter, purpose, time, etc., or they may provide unlimited authority. Typical limitations are restrictions on the types of items that may be purchased, and on per purchase dollar amounts. FAR 1.602-1.
- g. Contracting officers execute, administer, or terminate contracts and make determinations and findings permitted by statute and regulation. FAR 1.602-1.

C. Administrative Needs.

- 1. Deployable units should assemble contracting support kits. Administrative needs forgotten may be difficult to obtain in the area of operations. Kits should contain a 90-day supply of administrative needs.
- 2. Legal references.
 - a. Statutes: Titles 10, 31, and 41 of the U.S. Code.
 - b. Regulations: FAR; DFARS; AFARS/AFFARS/NAPS; DOD Reg. 7000.14-R, Financial Mgmt. Reg., vol. 5, Disbursing Policies and Procedures; DFAS-IN 37-1; DA Pam 37-100-99; and command supplements to these publications.
 - c. CD-ROM contract references and LEXIS/WESTLAW software.
 - d. Access to Internet.
- 3. Contract forms.
 - a. DD Form 1155, Purchase Order.
 - b. Standard Form 44, Purchase Order-Invoice-Voucher.

- c. Standard Forms 26, 30, 33, and 1442.
 - d. Form specifications for common items.
 - (1) Subsistence items, such as bottled water, fruit, etc.
 - (2) Labor and other services.
 - (3) Fuel.
 - (4) Billeting.
 - (5) Construction materials: plywood, gravel.
 - (6) Common items, such as fans, heaters, air-conditioners, etc.
 - e. Translations of contracting forms and provisions.
- 4. Portable office equipment and office supplies.
- 5. Personnel, including typists and translators.
- D. Finance and Funding Support.
 - 1. Certified funding. A deployable unit should coordinate to have funds certified as available in bulk to support deployment purchases. The Finance Officer should provide a bulk-funded DA Form 3953, Purchase Request and Commitment (PR&C), to any deploying unit.
 - 2. Imprest funds. FAR Subpart 13.4; DFARS Subpart 213.305-3; DOD Reg. 7000.14-R, Financial Mgmt. Reg., vol. 5, Disbursing Policies and Procedures, paras. 020901-020908.

- a. The installation commander may establish imprest funds of up to \$10,000.
 - b. Cashiers must receive adequate training.
 - c. The fund operates like a petty cash fund, and is replenished as payments are made.
 - d. Ordering officers make purchases and provide receipts to cashier.
 - e. The fund should include local currency.
3. “Class A” paying agents. Units must ensure personnel are properly appointed and trained. See DOD Reg. 7000.14-R, Financial Mgmt. Reg., vol. 5, Disbursing Policies and Procedures, para. 020604.

III. CONTRACTING DURING A DEPLOYMENT.

- A. Training and Appointing Contracting Personnel.
 - 1. Units should ensure that contracting personnel have received necessary training. If time permits, provide centralized refresher training.
 - 2. Review letters of appointment for contracting officers and ordering officers. Ensure that personnel know the limitations on their authority.
- B. Contracting Support Kit. Review contents of the kit. Ensure that references include latest changes.
- C. Requirements Generation.
 - 1. Verification. Ensure that the G-4/J-4 for the operation reviews and approves requirements, to avoid purchases better filled through the supply system. AFARS Manual No. 2, paras. 2-3, 2-4.

2. Statement of Work (SOW) development. See AFARS Manual No. 2, para. 7-5.

D. Competition Requirements.

1. The government must seek competition for its requirements; normally full and open competition, affording all responsible sources an opportunity to compete, is required. 10 U.S.C. § 2304; FAR 6.003. There is no automatic deployment contracting exception.
 - a. The statutory requirement for full and open competition for purchases over the simplified acquisition threshold creates a 45-day minimum procurement administrative lead-time (PALT).
 - b. The 45-day PALT results from a requirement to publish notice of proposed acquisitions for 15 days (synopsizing the contract actions), and then to provide a minimum of 30 days for offerors to submit bids or proposals.
 - c. Three additional time periods extend the minimum 45-day PALT:
 - (1) time needed for requirement definition and solicitation preparation;
 - (2) time needed for evaluation of offers and award of the contract; and time needed for delivery of supplies; or
 - (3) contractual performance of services.
2. Exceptions to the rule.
 - a. Unusual and compelling urgency. 10 U.S.C. § 2304 (c)(2); 41 U.S.C. § 253 (c)(2); FAR 6.302-2.

- (1) This exception authorizes a contract action without full and open competition. It permits the contracting officer to limit the number of sources solicited to those who are able to meet the requirements in the limited time available. FAR 6.302-2.
 - (2) This exception also authorizes an agency to dispense with publication periods (minimum 45-day PALT) if the government would be injured seriously by this delay. It also allows preparation of written justifications after contract award. FAR 6.302-2(c)(1).
- b. National security may provide a basis for limiting competition. It may apply if contingency plans are classified. FAR 6.302-6.
- c. Public interest is another exemption to full and open competition, but only the head of the agency can invoke it. FAR 6.302-7.
- d. Use of the unusual and compelling urgency, national security, and public interest exceptions requires a Justification and Approval (J&A). FAR 6.303. Approval levels for justifications are (FAR 6.304):
 - (1) Actions under \$500,000: the contracting officer.
 - (2) Actions from \$500,000 to \$10 million: the competition advocate.
 - (3) Actions from \$10 million to \$50 million: the HCA or designee.
 - (4) Actions above \$50 million: the agency acquisition executive.

- e. Contract actions made and performed outside the United States, its possessions, or Puerto Rico, for which only local sources are solicited, are exempt from compliance with the minimum 45-day PALT time period, but not from the requirement for competition. See FAR 5.202 (a)(12); FAR 5.203(e); see also FAR 14.202-1(a) (thirty-day bid preparation period only required if solicitation is synopsisized). Use bid boards and local advertisements to obtain competition under these circumstances. AFARS Manual No. 2, para. 4-3.e.
- E. Contract Type. Although the contracting officer may select from a variety of contract types, firm-fixed-price contracts are used most often during deployments. See FAR Part 16; AFARS Manual No. 2, para. 9-2. However, LOGCAP and Force “Sustainment” contracts are cost-plus-award-fee contracts.
- F. Methods of Acquisition.
 - 1. Sealed bidding: award is based only on price and price-related factors, and is made to the lowest, responsive, responsible bidder. FAR Part 14.
 - 2. Negotiation: award is based on stated evaluation criteria, one of which must be cost, and is made to the responsible offeror whose proposal offers either the low-cost, technically acceptable solution to the government’s requirement, or the one representing the best cost – technical tradeoff, even if it is not lowest in cost. FAR Part 15.
 - 3. Simplified acquisition procedures: used for the acquisition of supplies, nonpersonal services, and construction in amounts below the simplified acquisition threshold. FAR Part 13.
- G. Sealed Bidding as a Method of Acquisition.
 - 1. Contracting officers must use sealed bidding procedures if the four conditions enumerated in the Competition in Contracting Act are present. 10 U.S.C. § 2304(a)(2)(A); Racal Filter Technologies, Inc., B-240579, Dec. 4, 1990, 70 Comp. Gen. 127, 90-2 CPD ¶ 453.

- a. Time permits the solicitation, submission, and evaluation of sealed bids;
 - b. Award will be based only on price and other price-related factors;
 - c. It is not necessary to conduct discussions with responding sources about their bids; and
 - d. There is a reasonable expectation of receiving more than one sealed bid.
- 2. Use of sealed bidding allows little discretion in the selection of a source. A clear description or understanding of the requirement is necessary to avoid discussions.
 - 3. Sealed bidding normally is not used in deployment contracting, at least until the tactical situation stabilizes. It requires more sophisticated contractors, because minor errors in preparing bids will prevent government acceptance; it also requires substantial bid preparation time.

H. Negotiations as a Method of Acquisition.

- 1. Units use negotiations, which are sometimes called competitive proposal procedures, when sealed bidding is not appropriate. 10 U.S.C. § 2304(a)(2)(B).
- 2. Letter contracts and oral solicitations can expedite the contracting process under negotiation procedures.
 - a. Letter contracts are preliminary contractual instruments that permit a contractor to begin work immediately. Approvals for use at the HCA level are required. See FAR 16.603; AFARS Manual No. 2, para. 9-2.d(5).

- b. Oral solicitations are permissible when the delay in preparing a written solicitation would be harmful to the government. Use of oral solicitations does not excuse compliance with normal contracting requirements.
- 3. Negotiations permit greater discretion in the selection of a source.
 - a. Because the government evaluates other criteria in addition to price in a negotiated procurement, substantial time may be required to obtain and evaluate all required information before making an award decision.
 - b. Negotiations procedures permit the government to use a “best value” basis for awarding a contract, and pay more to obtain a better product.
 - c. Offers are solicited by use of a Request for Proposals (RFP) or a Request for Quotations (RFQ).
- I. Simplified Acquisition Procedures. Simplified Acquisition is used almost exclusively. Neither sealed bidding nor contracting by negotiation are needed with the availability of LOGCAP contract and a \$200,000 threshold.
 - 1. Activities may use simplified acquisition procedures to acquire supplies and services that are not estimated to exceed the simplified acquisition limitation. FAR 13.103(b); All Star Carpet & Bedding, Inc., B-242490.3, Apr. 4, 1991, 91-1 CPD ¶ 352.
 - a. A simplified acquisition is a procurement of supplies, services, and construction in the amount of \$100,000 or less using simplified acquisition procedures. FAR 13.003.
 - b. Authority to use simplified acquisition procedures for procurements up to \$200,000.

- (1) During a contingency operation as defined in 10 U.S.C. § 101(a)(13), or in peacekeeping or disaster relief operations, the simplified acquisition threshold for contracts awarded and performed outside the United States increases from its normal ceiling of \$100,000 to \$200,000. 10 U.S.C. § 2302(7); DFARS 213.000.
 - (2) DOD has benefited from this increased threshold several times.
2. Choice of method. Contracting officers shall use the simplified acquisition method that is most suitable, efficient, and economical. FAR 13.003.
 - a. Purchase orders. FAR 13.302; DFARS Subpart 213.5; AFARS Subpart 13.5.
 - b. Government credit card/micropurchase program. Authorized card holders may acquire goods and services up to \$2,500. FAR 13.301; AFARS Subpart 13.9.
 - c. Blanket purchase agreements (BPA). FAR 13.303; AFARS 13.203.
 - d. Imprest funds. FAR 13.305; DFARS Subpart 213.305-3; AFARS Subpart 13.4; DOD Reg. 7000.14-R, Financial Mgmt. Reg., vol. 5, Disbursing Policies and Procedures, paras. 020901 to 020908; AR 37-103.
3. Competition requirements.

- a. Up to \$2,500 (“micropurchases”). Only one oral quotation is required, if the contracting officer finds the price to be fair and reasonable. FAR 13.106-2. Northern Va. Football Officials Assoc., B-231413, Aug. 8, 1988, 88-2 CPD ¶ 120. Such purchases must be distributed equitably among qualified sources. FAR 13.202(a)(1). Grimm’s Orthopedic Supply & Repair, B-231578, Sept. 19, 1988, 88-2 CPD ¶ 258. If practical, a quotation shall be solicited from other than the previous supplier before placing a repeat order.
- b. Over \$2,500 and up to the simplified acquisition threshold. Contracting Officers shall solicit quotations orally to the maximum extent practicable. FAR 13.106-1; Omni Elevator, B-233450.2, Mar. 7, 1989, 89-1 CPD ¶ 248. Normally soliciting three sources is reasonable. FAR 13.104(b). Do not omit incumbent contractors without good reason. See J. Sledge Janitorial Serv., B-241843, Feb. 27, 1991, 91-1 CPD ¶ 225.
- c. Units may not break requirements aggregating more than the simplified acquisition dollar limitation into several purchases to permit the use of simplified acquisition procedures. 10 U.S.C. § 2304(g)(2); FAR 13.003.
- d. Publication of notices. Subject to the following exceptions, the contracting officer is not required to publicize contract actions that do not exceed the simplified acquisition threshold.
 - (1) Public posting of a request for quotations for 10 days is required if the order is estimated to be between \$10,000 and \$25,000, except when ordering perishable subsistence items. 15 U.S.C. § 637(e); 41 U.S.C. § 416; FAR 5.101(a)(2).
 - (2) For a CONUS contract action, the contracting officer must publish a synopsis of all contract awards exceeding \$25,000 in the Commerce Business Daily. 15 U.S.C. § 637(e); FAR 5.101(a)(1).

- (3) There is no requirement to publish a synopsis for a defense agency contract that will be made and performed outside the United States, its possessions or Puerto Rico, and for which only local sources will be solicited. FAR 5.202(a)(12).

4. Scenario: A Special Forces Team is training a foreign unit. The team leader wants to buy \$2,000 worth of materials to support the training from a local store. The team has an ordering officer and a Class A agent. How do they buy the materials the team needs?

J. Using Existing Contracts to Satisfy Requirements. Existing ordering agreements, indefinite delivery contracts, and requirements contracts may already be available to meet recurring requirements, such as fuel and subsistence items.

1. Investigate existing contracts with contracting offices of activities with continuing missions in the deployment region. For example, the Navy had an existing contract for the provision of shore services to its ships in the port of Mombassa, Kenya. This contract was used to provide services to aircraft crews during Operation Provide Relief.
2. Determine whether warranty requirements for major end items require the contractor to provide repair and maintenance service in the deployment region.

K. Contract Administration, Changes, Quality Assurance, and Terminations. FAR Parts 42, 43, 46, and 49.

1. Awarding contracts is only half the battle in deployment contracting operations. Contracting personnel must monitor performance closely to ensure the desired goods or services are actually delivered in a timely fashion. AFARS Manual No. 2, para. 9-6.
 - a. Requiring units should provide personnel, such as contracting officer's representatives, to assist in monitoring contractor performance to the extent necessary. AFARS Manual No. 2, para. 7-6.c.

- b. For larger or more complex requirements, Defense Contract Management Command has trained inspectors and administrative contracting officers to assist with contract administration. FAR Part 42.
 - c. For most contracts, the government relies on the contractor to perform detailed inspections and tests necessary to ensure conformance with contract quality requirements. FAR 46.202-1.
- 2. Under the Changes clause (see, e.g., FAR 52.243-1, Changes-Fixed-Price), the government has authority to require contractors to perform work necessary to achieve the overall purpose of the contract, even if the work actually needed differs somewhat from that specified in the original contract. The contract price is adjusted (a fair increase or decrease in price for the cost of the changed work, plus a reasonable adjustment to profit), if the government directs a change under the Changes clause. See AFARS Manual No. 2, para. 9-6.e.
- 3. Government terminations.
 - a. Termination for Convenience clauses (FAR 52.249-1 through 52.249-6) give the government the right to terminate contracts without cause when doing so is in the government's interest. The contractor recovers its costs plus a reasonable profit on those costs in a convenience termination, but no anticipatory profits.
 - b. Termination for Default clauses (see, e.g., FAR 52.249-8, Default (Fixed-Price Supply and Service)) provide the government with the right to terminate a contract for cause.
 - (1) The three general bases for default termination are:
 - (a) Failure to deliver or perform on time;
 - (b) Failure to make progress which endangers performance; or

- (c) Failure to perform any other material provision of the contract.
 - (2) Contractors may raise defenses to terminations for default (e.g., excusable delay, unreasonable inspections). If a contractor prevails on a defense, then its remedy is normally conversion of the default termination action to a termination for convenience.
 - (3) If the government terminates a contract for default successfully, the contractor generally receives payment only for goods actually delivered, and is subject to a later assessment of reprocurement costs (i.e., the cost of cover).
4. Practical problems in awarding and obtaining performance under government contracts in overseas theaters. AFARS Manual No. 2, paras. 3-3, 3-7, 9-2.d.(6).

L. Alternative Methods for Fulfilling Requirements.

1. LOGCAP Contract. In 1997, the Army Material Command (CECOM) awarded a cost-plus-award-fee LOGCAP (Logistics Civil Augmentation Program) contract to DynCorp. LOGCAP contract provides for comprehensive logistics and construction support to a deployed force anywhere in the world. Use of this contract to provide logistics support to a deployed force permits a commander to perform a mission with a smaller force than otherwise needed. See AR 700-137; see also GAO/NSIAD-97-63, Contingency Operations, and, Fiscal Year 2000 Contingency Operations Costs and Funding, GAO/NSIAD-00-168, June 2000
 - a. Civilian contractor.
 - b. Provides logistics/engineering services to deployed forces, in such places as Somalia, Haiti, Rwanda, and Bosnia.

- c. Balkans Force Sustainment Contract. In an effort to maintain continuity, the prior LOGCAP contractor, Brown & Root Services Corporation (BRSC), continues to provide logistics support for US forces in the Balkan theater of operations. See, Army Should Do More to Control Contract Cost in the Balkans GAO/NSIAD-00-225, September 2000.
- 2. Economy Act. 31 U.S.C. § 1535.
 - a. Executive agencies may transfer funds to other executive agencies, and obtain goods and services provided from existing stocks or by contract. For example, the Air Force may have construction performed by the Army Corps of Engineers, and the Army may have Department of Energy facilities fabricate special devices.
 - b. Procedural requirements for Economy Act orders are set forth in FAR Subpart 17.5 and DFARS Subpart 217.5.
 - c. General officer approval is required before placing Economy Act orders outside of DOD. See AL 94-5, Economy Act Orders Outside DOD (4 Aug 94).
- 3. Acquisition & Cross-Servicing Agreements (ACSA). 10 U.S.C. §§ 2341-2350.
 - a. Acquisition & Cross-Servicing Agreements provide DoD with authority to acquire logistic support without resort to commercial contracting procedures (as well as to transfer support to other coalition forces).
 - b. Under the statutes, after consulting with the State Department, DoD may enter into agreements with NATO countries, NATO subsidiary bodies, other eligible countries, the UN, and international regional organizations of which the U.S. is a member for the reciprocal provision of logistic support, supplies, and services.

- c. Acquisitions and transfers are on a cash reimbursement or replacement-in-kind or exchange of equal value basis.
- 4. Extraordinary Contractual Actions. Pub. L. No. 85-804; 50 U.S.C. § 1431-35; FAR Part 50.
 - a. The Secretary of the Army has broad residual powers to initiate extraordinary contractual actions to facilitate national defense.
 - b. Procedures for requesting use of these powers are set forth in FAR Subpart 50.4, DFARS Subpart 250.4, and AFARS Subpart 50.4.

M. Leases of Real Property.

- 1. Authority to lease is delegated on an individual lease basis. AR 405-10, para. 3-3b.
- 2. The Corps of Engineers using area teams negotiates most leases.
- 3. Billeting services are acquired by contract, not lease.

IV. POLICING THE CONTRACT BATTLEFIELD.

A. Ratification. FAR 1.602-3.

- 1. Only certain officials (e.g., the chief of a contracting office, Principal Assistant Responsible for Contracting (PARC), or Head of a Contracting Activity (HCA)) may ratify agreements made by unauthorized persons.
- 2. There are dollar limits to the authority to ratify unauthorized commitments (AFARS 1.602-3(b):
 - a. \$10,000 or less -- Chief of Contracting Office.

- b. \$100,000 or less -- PARC.
 - c. Greater than \$100,000 -- HCA.
3. A ratifying official may ratify only when:
- a. The government has received the goods or services.
 - b. The ratifying official has authority to obligate the United States now, and could have obligated the United States at the time of the unauthorized commitment.
 - c. The resulting contract would otherwise be proper, i.e., adequate funds are available, the contract is not prohibited by law, etc.
 - d. The price is fair and reasonable.
4. Scenario: A brigade supply officer was swamped with requests for blankets when the desert nights turned unseasonably cold. He located a blanket factory with 1500 blankets in stock, and arranged delivery after agreeing that the U.S. government would pay the wholesale price of \$12 per blanket. What should the division finance officer do when the factory owner shows up with an invoice for \$18,000 worth of blankets and wants to be paid?

B. Extraordinary Contractual Actions. FAR Part 50.

- 1. If ratification is not appropriate (e.g., no price agreement with supplier), informal commitment procedures may allow compensation. FAR 50.302-3.
- 2. Requests to formalize informal commitments must be based on a request for payment made within six months of furnishing the goods or services; also, normal contracting procedures must have been impracticable at the time of the commitment to use extraordinary procedures. FAR 50.203(d).

3. These procedures have been used to reimburse owners of property taken during the Korean War (AFCAB 188, 2 ECR ¶ 16 (1966)); in the Dominican Republic (Elias Then, Dep't of Army Memorandum, 4 Aug. 1966); Jaragua S.A., ACAB No. 1087, 10 Apr. 1968; and in Panama (Office of the Gen. Counsel, Dep't of Army Memorandum, Jan. 1990).

C. General Accounting Office (GAO) Claims.

1. The GAO has broad authority to settle claims against the United States. 31 U.S.C. § 3702(a); Claim of Hai Tha Trung, B-215118, 64 Comp. Gen. 155 (1984). The procedures are set forth in 4 C.F.R. Part 30 and in GAO Policies and Procedures Manual for the Guidance of Federal Agencies, Title 4.
2. Voluntary Creditors. Generally, government employees who make payments from private funds on behalf of the U.S. may not be reimbursed. See 31 U.S.C. § 1342; see also Voluntary Payments-Gov't Reimbursement Liability, B-115761, 33 Comp. Gen. 20 (1953). A limited exception to this rule applies to urgent, unforeseen emergencies. Reimbursement of Personal Expenditures by Military Member for Authorized Purchases, B-195002, May 27, 1980, 80-2 CPD ¶ 242. Circumstances authorizing reimbursement include protection of government property; Meals-Furnishing-Gen. Rule, B-177900, 53 Comp. Gen. 71 (1973); and, unforeseen impediments to completion of an urgent agency mission; Reimbursement of Personal Expenditures by Military Member for Authorized Purchases, supra.
3. If the GAO believes that it cannot pay a meritorious claim because an appropriation is not available for its payment, GAO reports to Congress. 31 U.S.C. § 3702(d). This report may form the basis for congressional private relief legislation.

D. Claims Under the Contract Disputes Act. FAR Subpart 33.2.

1. The Contract Disputes Act (CDA), 41 U.S.C. §§ 601-13, provides a statutory framework for resolution of claims arising under, or relating to, a government contract.

2. General procedures under the CDA.
 - a. Contractor or the government asserts a claim, which the contracting officer reviews and evaluates for a decision;
 - b. The contracting officer renders a final decision on the claim; and
 - c. The contractor may appeal the final decision to either the U.S. Court of Federal Claims or the agency board of contract appeals.
- E. Redeployment. Ensure payments are finalized and recorded before redeployment. Coordinate for transfer of files to parent contracting organization for holding and resolution of issues that arise after redeployment.

